

Contract no. 966

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INSTITUTE OF MANAGEMENT
JUN 30 1992

RUTGERS UNIVERSITY

A G R E E M E N T

Between

THE BOROUGH OF FORT LEE

and

**NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION, INC., PBA LOCAL NO. 245**

January 1, 1990 through December 31, 1992

LAW OFFICES:

**LOCCKE & CORREIA P.A.
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A G R E E M E N T

THIS AGREEMENT, made this day of ,
1990, by and between the **BOROUGH OF FORT LEE**, a Municipal
Corporation of the State of New Jersey (hereinafter referred to
as the "BOROUGH") and the **NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC., PBA LOCAL NO. 245** (hereinafter
referred to as "PBA"), representative of certain Police
Officers of the **FORT LEE POLICE DEPARTMENT** (hereinafter
referred to as "EMPLOYEES").

WHEREAS, the parties have by good faith collective
bargaining reached an agreement with respect to certain terms
and conditions of employment;

NOW, THEREFORE, in consideration of the mutual
promises and covenants hereinafter set forth, the parties agree
as follows:

FORT LEE PBA LOCAL NO. 245

ADDENDUM

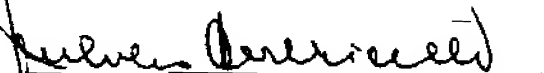
Where an Employee is working in an off duty capacity where the primary purpose is for surveillance and apprehension of shoplifters, the costs for overtime and Court time will be borne by the private employer.


Where there is any law enforcement or public safety service rendered for any offense other than for shoplifting then all costs shall be borne by the Borough of Fort Lee.

With respect to any claim for compensation or work performed prior to the date of execution of this Addendum, the municipality will bear the costs of the overtime and Court time for members of the collective bargaining unit.

BOROUGH OF FORT LEE

FORT LEE PBA LOCAL NO. 245


Mayor


President

I. RECOGNITION

1. The Borough recognizes the PBA as the sole and exclusive representative for full time regular Police Officers of the Fort Lee Police Department, except the Chief, Deputy Chief and Inspector of said Department.

2. The parties recognize and affirm that their relationship is covered by the "New Jersey Employer-Employee Relations Act", as amended and supplemented (N.J.S.A. 34:13A-1, et seq.) and they agree in the conduct and procedures of their collective negotiations to be bound by the rules and regulations of the New Jersey Public Employment Relations Commission. Statutory rights as to certification or decertification of a bargaining unit are maintained.

II. MANAGEMENT RIGHTS

1. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but not limiting the generality of the foregoing, the following rights:

- A. To the executive management and administrative control of the Borough Government and its properties and facilities;
- B. To hire all Employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, and to promote and transfer Employees;
- C. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

2. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and R.S. 11, or any other National

or State Laws.

III. RETENTION OF EXISTING BENEFITS AND RIGHTS

Except as otherwise provided herein, including the management rights provisions of Article II, the privileges and benefits which all Employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Borough during the term of this Agreement, and Employees shall retain all civil rights as provided under Federal and New Jersey State Laws.

IV. NEGOTIATION PROCEDURES

1. The collective negotiation with respect to rates of pay, hours of work or conditions of employment, shall be conducted by the duly authorized bargaining agent of each of the parties and such additional agents or persons as each of the parties shall designate as its negotiating team.

2. Collective negotiation meetings shall be held at times and places mutually convenient, at the request of either the Borough or the Employees.

3. Employees who may be designated by the PBA to participate in collective negotiations will be excused from Police assignments, provided that their absence from duty will not interfere seriously with the operation of the Borough Police Department in the opinion of the Chief of Police.

4. The duly authorized negotiating agent of either the Borough or the Employees shall not be required to be an Employee of the Borough or a member of the Governing Body.

V. CONTINUED WORK OPERATIONS

There shall be no action by either the Borough or the PBA in violation of any Federal or State Law. There shall be no strikes, lockouts, walkouts, sick-outs, retarding of work, slowdown or any stoppage of work or refusal to work by either party or any members, representatives or Officers thereof during the term of the labor contract or pending a decision by arbitration, Federal or State agency or Court. There shall be no discrimination, interference or coercion by the Borough or any of its agents against any member of the bargaining unit. Bargaining unit membership and the Bargaining unit shall not intimidate or coerce any member of the bargaining unit into membership or participation in any activity prohibited by this Agreement. Nor will either party or any members, representatives or Officers thereof directly or indirectly aid, or assist any of the aforesaid act.

VI. MEDICAL BENEFITS

1. The Borough shall provide all Employees and members of immediate family with New Jersey Public Employees Standard Blue Cross-Blue Shield Major Medical Plan (1420 Series), including extended Rider "J".

2. The Employer shall provide a program of dental insurance covering the Employee and the Employee's immediate family. The Employer agrees to pay the entire premium cost and the Employee shall not be required to pay any cost. Participation in the plan shall be mandatory. The plan which is to be implemented and maintained shall be the same plan as is currently in effect. This is commonly referred to as the "Delta Plan".

3. If in the event that the present insurance carrier shall refuse to continue to afford said insurance, or in the event that the Borough shall choose to place said coverage with a different insurance company, the transfer to coverage shall be made so that there shall be no interruption of coverage or loss of benefits to any of the Employees or the members of their families. In the event that any change in coverage shall take place, and for any reason whatsoever the benefits of the Employee shall be denied by reason of the change in insurance carriers, then the Borough will reimburse the Employee for said medical bills incurred as a result of the

change in insurance carriers.

The Borough shall, at its own cost and expense, provide a prescription program effective January 1, 1989. Said program shall be based upon a Two (\$2.00) Dollar Employee payment contribution with a maximum Employer Contribution of Two Hundred (\$200.00) dollars in each calendar year. The plan term shall be set forth in Appendix C annexed.

VII. HOURS OF WORK

1. The Uniformed Patrol Division shall continue on the present work schedule of five (5) days of work, followed by two (2) days off, followed by five (5) days of work, followed by two (2) days off, followed by five (5) days of work, followed by three (3) days off. Said schedule is commonly referred to as the 5-2, 5-2, 5-3 schedule.

2. The normal work day tour of the Uniformed Patrol Division shall be eight (8) hours, which shall include within the eight (8) hour span, a thirty (30) minute meal time period per day. The work schedule of one (1) week of five (5) consecutive days shall be as follows:

0730-1530 hours for five (5) days to be
followed by seventy-two (72) hours off

1530-2330 hours for five (5) days to be
followed by seventy-two (72) hours off.

2330-0730 hours for five (5) days to be
followed by seventy-two (72) hours off.

This schedule which is now being used by the Fort Lee Police Department for the Uniformed Patrol Division shall be maintained. The normal work day shall be based upon the utilization of a three (3) squad system which shall function for eight (8) hours for each squad during a twenty-four (24)

hour day.

3. (a) Briefing time shall be within the eight (8) hour tour of duty and not start at a quarter ($\frac{1}{4}$) to the hour of each tour of duty.

(b) The first half ($\frac{1}{2}$) hour after the completed tour of duty shall not be considered for any compensation. In no way shall a member be made to work past his/her tour of duty because of the on-coming tour's briefing time. If overtime exceeds the first half ($\frac{1}{2}$) hour, the Employee will be paid for the preceding half ($\frac{1}{2}$) hour and then in blocks of fifteen (15) minutes thereafter.

(c) All time thereafter shall be compensated at one and one-half ($1\frac{1}{2}$) times the straight base hourly rate.

4. Other divisions of the Fort Lee Police Department shall continue to work their eight (8) hour tours pursuant to past scheduling practices. Work in excess of the Employee's regular eight (8) hour tour or work in a regularly scheduled day off shall be considered as overtime, subject to Article XII (2).

5. Past practices with regard to meal and rest periods shall continue.

VIII. HOLIDAYS

The Employees shall have twelve (12) paid holidays each year.

The holidays shall be compensated as twelve (12) working days of time off or as twelve (12) working days of pay at the straight time rate.

(A) Each Employee, if required to work a holiday by the Employer, shall have the option of taking all or part of the holiday worked, as either time off or paid compensation. If time off is elected then the Employee shall schedule the time off pursuant to established Departmental procedures. If the Employee elects paid compensation, then the Employer shall be notified that such elected remaining time off is to be compensated as paid compensation. Said election to receive paid compensation shall be given to the Employer not later than the first day of November in each respective year.

(B) The twelve (12) holidays shall be those as specified in Appendix B. If an Employee takes off on any of the designated holidays, it shall be charged to him as a holiday. It shall not be chargeable as, and shall not be taken as, a vacation day, personal day, shooting day, comp. day, etc.. Failure to notify the Employer by November 1st shall indicate that the Employee will not receive paid compensation, but rather elect to take time due, which is to be scheduled

pursuant to established Departmental procedures between the period from November 1st to December 1st of the current year. When the election to receive paid compensation is made by November 1st, said compensation will be paid not later than December 16th of that year, at the salary prevalent at the time the holiday was worked. Holidays shall not be carried into the succeeding calendar year.

(C) Two (2) holidays that fall within the period of November 1st to December 31st of the current year shall be treated as follows:

When the election to receive paid compensation is made, the Employee shall notify the Employer prior to December 31st of the current year and shall receive compensation no later than the second payroll period in January of the following year at the salary rate prevalent at the time the two (2) holidays were worked.

(D) If an Employee takes off on any of the designated holidays it must be designated as a holiday. An Employee shall not take a vacation day, personal, shooting, comp. day, etc.. An Officer can still take his twelve (12) holidays off at any time during the year. If a man calls in sick on a holiday he will be charged with a holiday unless he is sick for a period of five (5) days or more. If a holiday

falls in any part of a vacation period the Officer will be charged a vacation day. Seniority will be the criterion up to twenty-one (21) days prior to a holiday request. Inside the twenty-one (21) days it will be a first come first serve situation to be off the holiday. If an Employee used all of his holidays prior to an upcoming holiday, he will be told to use other time off (sick day, vacation day, personal, etc.) and be off on the holiday.

IX. VACATIONS

1. Each full time Employee shall be entitled to the following vacation schedule:

- (1) First Year - One (1) working day per full month of service.
- (2) From One (1) Year to Sixty (60) Months - Fourteen (14) working days.
- (3) From Sixty-One (61) Months to One Hundred Twenty (120) Months - Sixteen (16) working days.
- (4) From One Hundred Twenty-One (121) Months to One Hundred Eighty (180) Months - Twenty (20) working days.
- (5) From One Hundred Eighty-One (181) Months and Over - Twenty-two (22) working days.

2. Vacation leaves may be accumulated for use in not more than two (2) subsequent calendar years.

X. DEATH LEAVE

In the event of death of any member of the immediate family of any Employee, and after notifying his Commanding Officer, said Employee shall be granted three (3) working days leave of absence with full pay. "Member of the immediate family of an Employee" hereby includes, and is limited to: wife, husband, grandparent, parent, step-parent, foster parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, child, stepchild, foster child, son-in-law, daughter-in-law, grandchild.

XI. SICK LEAVE PAYMENT AT RETIREMENT

The Borough agrees to pay, upon voluntary retirement or resignation of any Employee, an amount equal to one-half ($\frac{1}{2}$) of the unused sick leave days accumulated by said Employee since January 1, 1964 up to a maximum of one hundred eighty (180) days.

XII. WAGES

1. The parties hereby agree to the Wage Schedule (appended hereto as Appendix A) for the three (3) year period covered by the within Agreement.

2. There shall be, during the calendar year 1990, a seven (7%) percent rank differential for Sergeants, Lieutenants and Captains. Sergeants will receive one hundred seven (107%) percent of the Patrolman rate, Lieutenants will receive one hundred seven (107%) percent of the Sergeant's rate and Captains will receive one hundred seven (107%) percent of the Lieutenant's rate.

3. Effective January 1, 1991, there shall be a seven and one half (7.5%) percent rank differential for Sergeants, Lieutenants and Captains. Sergeants will receive one hundred seven and one-half (107½%) percent of the Patrolman rate, Lieutenants will receive one hundred seven and one-half (107½%) percent of the Sergeant's rate and Captains will receive one hundred seven and one-half (107½%) percent of the Lieutenant's rate.

4. Effective January 1, 1992, there shall be a eight (8%) percent rank differential for Sergeants, Lieutenants and Captains. Sergeants will receive one hundred eight (108%) percent of the Patrolman rate, Lieutenants will receive one hundred eight (108%) percent of the Sergeant's rate and Captains will receive one hundred eight (108%) percent of the Lieutenant's rate.

XIII.

OVERTIME

1. Subject to the provisions of the following section, the Borough shall pay overtime to Employees at the rate of time and one-half ($1\frac{1}{2}$). No Employee above the rank of Lieutenant shall be entitled to overtime payments.

2. Overtime payments shall be calculated by dividing the Employee's annual base wage by two thousand eighty (2,080) hours and then multiplying that rate by one and one-half (1.5).

3. The Borough shall endeavor to afford all eligible Officers equal opportunities for earning overtime payments.

XIV. COURT TIME

1. All Court appearances in Municipal, County or Superior Court (excluding however, appearances in civil actions), Grand Jury or New Jersey Motor Vehicle Drunk Driving hearing, shall be compensated at the time and one-half (1½) rate for hours worked, with a minimum guarantee of two and one-half (2½) hours for each Court appearance.

2. Administrative proceedings, including Fort Lee disciplinary proceedings, shall be governed by past practices.

3. Effective 8/2/90 the minimum guarantee of court time, so set forth in this Article, shall be three (3) hours.

XV. ROTATIONAL OUTSIDE EMPLOYMENT

All outside employment shall be made equally available to Employees eligible to receive outside employment. This equal opportunity for outside employment shall not apply where there is an outside person involved, dealing through the Police Department, who rejects an otherwise eligible Employee.

XVI. SALARY GRADES

Employees covered under previous contracts shall continue to reach top grade Patrolman pursuant to the provisions of the contract in effect at the time each was hired. All Police Officers hired during the period the within Agreement is in force shall move up one (1) grade on each anniversary date of employment, so that a Police Officer shall reach First (1st) Grade after completion of three (3) years of employment.

XVII. PERSONAL LEAVE

Every Employee shall be entitled to a maximum of two (2) personal leave days with pay. Unused personal leave days may not be accumulated from year to year. An Employee shall not be required to give any reason or explanation for the taking of a personal leave day with pay as allowed herein.

XVIII. NON BINDING FORUM

On the premise that both parties would benefit from increased communication, the parties agree to set up a joint committee, the purpose of which shall be to present a forum for increased communication between the parties on matters of joint concern.

The committee to be designated "Joint Communication Committee" shall be composed of three (3) Borough representatives including the Borough Administrator and three (3) Employee appointees. The Committee shall meet approximately every six (6) weeks.

It is expressly understood that this is not a negotiating forum, nor is this Committee intended in any way to supplement, replace or interfere with the Grievance Procedures set forth below. The actions of this Committee are intended to be informal only, and no action or decision of this Committee can be legally binding on either party.

XIX. MEDICAL COVERAGE AFTER RETIREMENT/DISABILITY

Whenever an Employee has served twenty-five (25) years or more with the Borough, the Borough shall provide such Employee (and his or her dependents) with medical benefits under and pursuant to the State Health Benefits Program (Chapter 88 of Public Law 1974).

This is intended to include those Employees who retired on disability pensions to the extent said coverage is afforded under Chapter 88 of Public Law 1974.

The Borough reserves the right to obtain equivalent medical benefits coverage through a private carrier, but in no event can the Borough be liable to any Employee for reimbursement or payment of medical bills beyond the extent of coverage afforded by the State Health Benefits Program.

XX. VOLUNTARY DEFERRED COMPENSATION PLAN

The Borough of Fort Lee hereby agrees to adopt and make applicable to all Employees covered hereunder the provision and regulations governing the creation, implementation and operation of the Municipal and County Deferred Compensation Plan, as set forth in Public Law 1977, Chapter 381.

It is understood that each individual Employee covered hereunder may elect whether or not to participate in said Plan. Each individual Employee further reserves the right, within the limitations of the law, to decide on the amount of his contribution.

The Borough of Fort Lee makes no monetary contribution to this Plan.

XXI. LIFE INSURANCE

The Borough shall provide at its cost and expense, life insurance, with any insurance company licensed to do business in the State of New Jersey, in the amount of Ten Thousand (\$10,000.00) Dollars. The policy shall be such that the benefits of Ten Thousand (\$10,000.00) Dollars shall be paid to any Employee or his designated beneficiary, in the event of said Employee's death for any cause or reason.

The Borough shall continue to provide each retired Employee who has served twenty-five (25) years or more with the same benefits until the retired Employee's sixty-fifth (65th) birthday. Retirement for purposes of this Article shall mean retirement under the State of New Jersey Pension plans for Police Officers, regular or disability.

XXII. WORK INCURRED INJURY

1. Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Borough.

2. The Employee shall be required to present evidence by a certificate of a treating physician that he is unable to work and, the Borough may reasonably require the said Employee to present such certificates from time to time. The Borough, at its option, may require the Employee to be examined by a physician of the Borough's selection at the Employer's expense.

3. In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, or if there is a dispute as to the causal connection, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further

period of disability and such findings by the Division of Workers' Compensation or by the final decision of the last reviewing Court shall be binding upon the parties.

4. For the purposes of this Article, injury or illness incurred while the Employee is attending a Borough-sanctioned training program, shall be considered in the line of duty.

5. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom the final decision of the last reviewing Court.

6. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties, during the period of one (1) year as provided in Subsection (1) hereof.

XXIII. CLOTHING ALLOWANCE

The Borough shall pay to each Employee covered by this Agreement a clothing allowance of Five Hundred (\$500.00) Dollars not later than April 15th of each calendar year for the purchase, maintenance and cleaning of uniforms.

Effective January 1, 1989 the clothing allowance shall be increased to Six Hundred (\$600.00) Dollars.

XXIV. LONGEVITY

The longevity paid for the Employee shall be three (3%) percent for each four (4) years of service based upon the Employee's base annual wage rate up to a maximum of fifteen (15%) percent. Present payroll practice shall continue.

XXV. PAYMENT FOR COLLEGE CREDITS

The Borough acknowledges that the pursuit of higher education benefits not only the Employees but the Borough as well. Therefore, the Borough shall pay, as additional annual compensation to each Employee who has achieved an A.A. Degree in Police Science or related field, the sum of Two Hundred Fifty (\$250.00) Dollars; and to each Employee who will have achieved a B.A. Degree in Police Science or related field the sum of Five Hundred (\$500.00) Dollars. Payments under this clause shall be made in the first pay period in June of each year.

Monies due Employees earning Degrees pursuant to this Article shall be paid to the Employees for the year in which the Employee earned the Degree and thereafter. Full payment shall be made for the year in which the Degree was earned, regardless of when during the year the Degree was actually earned.

XXVI.

GRIEVANCE PROCEDURE

1. For the purposes of providing expeditious and mutually satisfactory resolutions of problems arising under this Agreement the parties adopt the following procedures which shall be kept as informal as may be appropriate.

2. This Grievance Procedure shall cover issues of application or interpretation of this Agreement, and, is meant to provide means by which Employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

(A) STEP ONE

An Employee with a grievance shall within ten (10) calendar days of the occurrence of the event grieved present the same to his immediate superior. After full disclosure of the facts surrounding the event being grieved, the immediate superior must make every earnest effort to reach a satisfactory settlement with the Employee and Grievor. The immediate supervisor shall render a decision within three (3) calendar days of his receipt of the grievance.

(B) STEP TWO

In the event the grievance is not resolved at STEP ONE, the Employee shall reduce the grievance and decisions respectively to writing and file same with the Captain or person in charge of the unit to which the Employee is assigned within three (3) calendar days of his receipt of the matter and all reports related thereto. The Captain shall respond within three (3) working days.

(C) STEP THREE

In the event the grievance is not resolved at STEP TWO, the matter and all reports shall be submitted to the Chief of Police within three (3) calendar days for his determination in writing within five (5) calendar days of his receipt of the matter and all reports related thereto. In the absence of the Chief the grievance shall be presented to the Ranking Officer in charge of the Department for determination.

(D) STEP FOUR

If the Employee wishes to appeal, the determination of STEP THREE proceeding, he should within five (5) working days

submit the grievance in writing together with description of prior steps to the Borough Administrator who shall decide the matter within ten (10) working days of the presentation to him.

(E) STEP FIVE

If the Employee or PBA wishes to appeal the determination of the Borough Administrator, then he shall within five (5) working days of the Administrator's determination file said appeal with the Mayor and Council by filing his appeal with Borough Clerk, as agent for Mayor and council. The Mayor and Council shall respond within fifteen (15) working days.

(F) STEP SIX

1. If the grievance is not settled through the preceding steps, either party may refer the matter to the Public Employment Relations Commission within fourteen (14) calendar days after determination of the Step Five preceding. The Arbitrator or Arbitrators shall be selected in accordance with the rules of PERC and the expense of the Arbitrator or Arbitrators shall be borne equally by the parties hereto, provided, however, that each party shall bear the expense of producing witnesses, testimony or

evidence for his presentation.

2. The Arbitrator or Arbitrators shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him and relevant to the grievance. He or they shall have no authority to modify or alter in any way the provisions of this Agreement or any amendment or supplement hereto. The decision of the Arbitrator shall be final and binding.

3. It is agreed between the parties that no Arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Mayor and Council.

Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission.

4. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If

any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for in the Grievance Procedure. A failure to respond at any step within the provided time limits shall be deemed a denial.

XXVII. OFF DUTY POLICE ACTION

Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

- (A) Any proper and responsible action taken by a member of the force on his time off where the circumstances necessitated prompt Police action which would have been taken by an Officer on active duty if present or available, shall be considered Police action, and the Employee shall have all of the rights and benefits concerning such action as if he were then on active duty.
- (B) In all such circumstances the Employee shall promptly report such actions to the Chief of Police or his designee.
- (C) Compensation for action under the clause shall be considered as included in the base annual wage. Additional compensation (overtime) shall be paid when an arrest is made within the Borough or emanating within the Borough or in the discretion of the Chief of Police when the Police Officer is requested to report to Headquarters to prepare reports on his off duty time.

N.J.S.A. 40A:14-152.2 is incorporated by reference
into this Article.

XXVIII. SUGGESTION BOX

The Borough will provide the Employees with a suggestion box for suggestions by the Employees for the better management of the Police Department.

XXIX. PAYROLL DEDUCTIONS

The Borough will provide the Employees with the right to have PBA dues and payroll deductions, or U.S. Savings Bonds or for whatever other kind of plan or service the banking institution may afford, taken directly from salary at an Employee's request.

XXX. PBA STATE CONVENTION

The Borough shall each year pay the total sum of Five Hundred (\$500.00) Dollars to the President and Delegate of the PBA Local No. 245 for attendance at the PBA convention and expenses in connection therewith. Proof of such obligations shall be presented upon return from the convention.

XXXI.

MARKSMANSHIP

Employees shall receive additional vacation days each year by qualifying in a program of marksmanship approved by the Chief of Police as follows: Each Employee who receives an average rating of expert during any calendar year shall receive an additional vacation day for that year. Each Employee who receives an average rating of Distinguished Expert during any calendar year shall receive two (2) additional vacation days for that year. The pistol team captain or his designee may be excused from his assigned duties in the discretion of the Chief of Police to supervise shooting meets.

XXXII. MISCELLANEOUS

1. In all references to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular form shall be deemed to refer to and include the appropriate gender or number, as the text may require.

2. All the terms, covenants and conditions herein contained shall insure to the benefit of and shall bind the respective parties hereto, their legal representatives, successors and assigns.

3. The Borough and the Employees shall meet with the Municipal Court Judge to arrange the scheduling of Municipal Court appearances so that as nearly as possible, Police Officers are not required to appear other than during a tour of duty.

4. Employees shall not be required to be residents of the Borough unless otherwise required by law.

5. Individuals who are currently in a military reserve organization or the National Guard are to continue to receive benefits in accordance with the parties past practice.

Individuals who join a military reserve organization or the National Guard after the date of May 1, 1988 will only receive benefits in accordance with applicable law.

XXXIII. OFF DUTY EMPLOYMENT

1. The Employer shall not require the signing of a hold harmless clause as a condition precedent to any outside employer hiring an off duty Police Officer.

2. This Article shall not impair Borough Ordinances Nos. 76-5 or 78-21.

XXXIV. DISCIPLINARY PROCEDURE

1. Disciplinary procedure and procedure for investigation shall be controlled by Fort Lee Police Department Procedures 2-5, 2-6, and 2-7 (P.D.I. 2-5, P.D.I. 2-6 and P.D.I. 2-7), which are hereby incorporated by reference in this Agreement. Changes may be made pursuant to law.

2. All minor discipline shall be grievable and arbitrable under the contract Grievance Procedure of the Agreement, Article XXVI. Minor discipline shall be defined as those situations where the penalty imposed is five (5) days or any lesser penalty.

XXXV.

PBA BUSINESS

1. PBA Officers, President, two (2) Vice-Presidents, Financial Secretary, Recording Secretary, State Delegate, Treasurer, three (3) Trustees, Sergeant of Arms, shall be allowed time off to attend regular monthly local State PBA and Bergen County Conference meetings upon prior notice to the Chief and so long as, in the opinion of the Chief, it is not damaging to the operation of the Department.

XXXVI. EFFECTIVE DATE AND DURATION

1. In the event that the parties do not enter into a new Agreement on or before midnight of December 31, 1992, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

2. All notices shall be served by either party on the other party stating such intention to terminate or amend this Agreement and shall be sent by certified mail, return receipt requested, in the case of the Borough, to the Borough Clerk at the Borough Hall; and in the case of the PBA, to PBA Local No. 245 c/o Fort Lee Police Department, Fort Lee, New Jersey.

3. Negotiations for a successor Agreement shall be conducted pursuant to New Jersey State law and the rules of the New Jersey Public Employment Relations Commission.

XXXVII. REPRESENTATION FEE IN LIEU OF DUES

Pursuant to N.J.S.A. 34:13A-5.5 through N.J.S.A. 34:13A-5.9, the Borough of Fort Lee agrees commencing January 1, 1981 to withhold eighty-five (85%) percent of the regular membership dues charged by the PBA to its members, from the salaries of those Employees covered by this Agreement who have not executed authorization permitting the Borough of Fort Lee to withhold the full amount of the PBA dues, and shall forward that amount to the PBA, provided the PBA complies with the requirements of the same statute.

XXXVIII. BULLETIN BOARD

1. The Borough will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

2. The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.

3. No matter may be posted without receiving permission of the officially designated Association representative. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

XXXIX. DATA FOR FUTURE BARGAINING

1. The Borough agrees to make available to the Association all relevant data the Association may require to bargain collectively.

2. The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Borough personnel, the cost of various insurance and other programs, information concerning overtime worked by Police Officers, the total number of sick leave days utilized by Police Officers, the total number of IOD's, the total length of time lost as a result of IOD's and other data of a similar nature.

XL. EMERGENCY MEDICAL TECHNICIAN

All persons covered by this Agreement who are or hereafter become certified as Emergency Medical Technician (E.M.T.) shall receive an annual extra stipend of Five Hundred (\$500.00) Dollars per year. Said annual stipend shall be paid in the first pay period of June of each year. Full payment shall be made for the year in which the certification was earned regardless of when during the year the certification was actually earned.

XLI. SENIORITY

Seniority for vacation selection and all other Departmental selection purposes shall be determined based upon time spent on the Fort Lee Police Department as a full time law enforcement Officer.

XLII. LEGAL REPRESENTATION

1. The Borough of Fort Lee shall provide legal representation to Employees covered by this Agreement pursuant to law.

2. In circumstances where legal representation is to be provided, the Employee shall have the right to select the attorney who will represent him/her.

3. The hourly rate for attorneys selected shall be not more than Eighty (\$80.00) Dollars per hour.

XLIII. SAVINGS CLAUSE

1. It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstances shall be held to be invalid, the remainder of this Agreement or the application of such provision to other person or circumstances shall not be affected thereby.

2. Except otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this Agreement to be signed by their duly authorized Officers or representatives on the day and year first above set forth.

ATTEST:

Philip Brunell

BOROUGH OF FORT LEE

Pauline Brunell
Mayor

ATTEST:

Charles E. Hetschmidt

FORT LEE PBA LOCAL NO. 245

Bill M. Gato
President

APPENDIX A
WAGE SCHEDULE

<u>Rank</u>	<u>Eff.</u> <u>2/1/90</u>	<u>Eff.</u> <u>7/1/90</u>	<u>Eff.</u> <u>1/1/91</u>	<u>Eff.</u> <u>7/1/91</u>	<u>Eff.</u> <u>1/1/92</u>	<u>Eff.</u> <u>7/1/92</u>
Patrolman:						
Academy	\$19,240	\$20,106	\$20,910	\$21,851	\$22,834	\$23,748
4th Grade	31,591	33,013	34,334	35,879	37,494	38,992
3rd Grade	34,556	36,111	37,556	39,246	41,012	42,652
2nd Grade	37,393	39,076	40,639	42,468	44,379	46,154
1st Grade	42,164	44,061	45,823	47,886	50,040	52,042
Sergeant	45,115	47,145	49,260	51,477	54,043	56,202
Lieutenant	48,274	50,445	52,954	55,338	58,367	60,702
Captain	51,653	53,977	56,926	59,489	63,036	65,552

APPENDIX B

HOLIDAYS

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Easter
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Election Day
11. Thanksgiving Day
12. Christmas Day

DEMARIA, ELLIS, HUNT & SALSBERG

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BRIAN N. FLYNN
JONATHAN S. REED
THOMAS E. MOSELEY*

FRANKLYN C. STEINBERG, III
OF COUNSEL

*ALSO MEMBER OF NEW YORK BAR
*ALSO MEMBER OF DISTRICT OF COLUMBIA BAR
*ALSO MEMBER OF PENNSYLVANIA BAR
*ALSO MEMBER OF CONNECTICUT BAR

RICHARD H. BAUCH*
JOSEPH D. OLIVIERI*
ROBERT T. MCGOVERN*
ROBERT A. MORLEY
JOANNE M. MAXWELL*
MICHAEL B. KAPLAN*
ANDREW B. BROWN
RICHARD A. HAWS*
VINCENT J. PROFACI
DAVID S. CATUOGNO

March 1, 1991

Richard D. Loccke, Esq.
LOCCKE & CORREIA
24 Salem Street
Hackensack, New Jersey 07601

RE: BOROUGH OF FORT LEE and FORT LEE PBA LOCAL 245

Dear Mr. Loccke:

Enclosed is the language for page 9 of the contract between the above parties to which the Borough has agreed. Please make the necessary changes to the draft agreement so that it may be executed.

Thank you for your cooperation.

Very truly yours,

DeMARIA, ELLIS, HUNT & SALSBERG

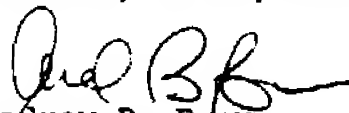

Andrew B. Brown

ABB:cc

Enclosure

cc: Carol Kohout, Borough of Fort Lee

0966c

ATTORNEY-CLIENT DOCUMENT
PRIVILEGED AND CONFIDENTIAL

